

TERMS & CONDITIONS

Please read carefully the Terms of Service below. By completing the registration process and subscribing to the Service You are acknowledging that You have read and understand these Terms of Service and You are agreeing to be bound by its terms and conditions.

1. The minimum subscription period for D4W Marketing is 6 months from activation of the service.
2. D4W Marketing, due to the integration with Dental4Windows, is only available with the latest release of Dental4Windows and therefore require the practice to be subscribed to a current Support, Upgrade and Maintenance Agreement.

3. D4W Marketing, due to its integration with Dental4Windows, is reliant on the maintenance of continued updates of Dental4Windows.

4. The delivery of the D4W Marketing service is provided to You by Centaur Software Development Co Pty Ltd. and Direct Mail & Marketing Pty Ltd. (DMM).

By signing the D4W Marketing agreement, you are entering into a contract with both companies to provide the combined D4W Marketing service to You.

1. IN THESE TERMS OF SERVICE:

'Account' means Your subscription for the Service including your customer information. 'Charges' means the amount payable by You for the Service. 'Pricing Structure' means the schedule which identifies the Charges applicable for the Service or any part of the Service, as amended from time to time. 'Terms of Service' means the terms and conditions contained on this document. 'Service' means the services outlined in clause 2. 'We', 'Us' or 'Our' means Centaur Software Development Co. 'You' or 'Your' means the subscriber to the Service immediately upon completing the registration process and subscribing to the service.

2. THE SERVICE

- 2.1 The Service offered by Us to You under these Terms of Service is provided from the D4W/PSS Software.
- 2.2 The Service will, amongst other things, enable You to utilise D4W Marketing from the D4W/PSS Software.

3. YOUR USE OF THE SERVICE

- 3.1 If You wish to use the Service You must:
 - (a) Sign the quote order form and acknowledge that you have read and accept these Terms of Service;
 - (b) Correctly and accurately enter Your personal details as part of the order process; and
 - (c) Abide by these Terms of Service and all applicable laws and not place Us in breach of any laws.

4. PRIVACY

- 4.1 You must keep Your Account details confidential, and You are entirely responsible for any use of the Services or any other acts

that occur under or in relation Account. You agree to immediately notify Centaur Software of any disclosure or unauthorised use of your Account or any other breach of security.

- 4.2 We collect information, including the personal information relating to You, for purposes including:
 - (a) To register You for the Service and provide you with the Service;
 - (b) To gather general demographic information of subscribers to the Service and the use of the Service;
 - (c) To provide a more customised service as part of the Service.
- 4.3 We will not disclose your personal information to anyone except in accordance with these Terms of Service, as authorised by you or as required by law. We may, however, disclose to third parties aggregate data, provided that no individual is identifiable in such data.

5. PAYMENT

- 5.1 We will receive the Charges by way of direct debit from Your credit card or nominated bank account. You expressly authorise the direct debit of Your credit card of amounts equal to the Charges payable under these Terms of Service.
- 5.2 Your order will be shipped after payment has been received by Us. Allow 2 business days for processing of payment.
- 5.3 You must ensure sufficient funds are available to cover the cost of the product(s) ordered. If there are insufficient funds, You will be notified by Us.
- 5.4 The termination of your Account will not release you from any liability to pay outstanding Charges.

6. OUR PROVISION OF THE SERVICE

- 6.1 If We are not able to debit your credit card or nominated bank account for the Charges in accordance with clause 6, We may at Our option, immediately suspend the Service and/or not proceed with any order placed within the online centre.
- 6.2 We reserve the right to modify or suspend the Service with or without notice to You. You agree that We will not be liable to You or any third-party for any modification, suspension or discontinuance of the Service.

7. TERMINATION

- 7.1 You may terminate your Account, after the initial 6 months minimum period, at any time by notifying Us. Termination will be effective once you confirm the termination of Your account by notice to Us.
- 7.2 We may terminate your Account immediately if:
 - (a) It is Our opinion that you have violated these Terms of Service; or
 - (b) If you do not use the Service for a reasonable period of time (which, in most circumstances will be 6 months).

8. DELIVERY & SHIPPING

- 8.1 Any dates stated for delivery by the company are estimated only and are subject to variation depending upon the availability of services.
- 8.2 Delivery dates referred to by the company mean the dates on which the company supplies the goods to Australia Post (or other delivery agent). The company is not responsible for any delays caused by Australia Post or other delivery agent.
- 8.3 Where the company provides printing services, the company will use all reasonable endeavours to deliver the correct quantity ordered however the quotation is based upon a margin of 5% being allowed for overs or shortages. The customer shall not make any claim for overs or shortages within that margin.
- 8.4 Where the company provides addressing and mailing services, the company will use all reasonable endeavours to address and mail to the nominated recipients the correct quantity ordered however the quotation is based upon a margin of 1% being allowed for misprints and/or incomplete delivery. The customer shall not make any claim for printing or mailing costs nor for the reprovision of services where the level of incomplete delivery does not exceed 1% (excluding incomplete delivery caused by matter's outside the company's control) of the total order.
- 8.5 The company is not responsible for any errors, omissions or duplications in any database supplied by the customer or any third party.

9. GST

- 9.1 Unless otherwise stated all quoted prices are exclusive of GST (if applicable).

10. REFUND AND RETURN

- 10.1 We do not offer any refund or return policy.
- 10.2 The legal right to withdraw from the agreement with Us (also called the legal right to cancel the order) within 14 days does not apply to the order of a customised Product.
- 10.3 You are responsible for reviewing and approving the proof supplied during the order process. Once You approve Your proof by ticking the "Proof is approved" checkbox, and You submit Your order, no changes can be made to the design or your product.

11. DISCLAIMERS, INDEMNITIES AND LIMITATION OF LIABILITY

- 11.1 The use of the Service is at your sole risk. We do not warrant that the Service will meet Your requirements, that the Service will be uninterrupted, timely, secure, or error free; nor do We warrant the results that may be obtained from the use of the Service.
- 11.2 We will endeavour to use due care and skill in the storage and transmission of Information and will do so in accordance with Our privacy and security procedures outlined in section 5 above, however due to the nature of the media and modes of communication used by the Service, and factors out of our reasonable control, We can only guarantee that the Information will not be received or handled other than intended within the D4W/PSS software. Please refer to the DMM Privacy Policy and DMM Data Breach Policy, for Information handled outside of the

D4W/PSS software. Accordingly, You understand that We cannot be held responsible for the security of the data transmissions between You, the D4W/PSS software or Us, and the intended recipient You agree that We will not be liable for any damages, resulting from unauthorised access by third parties to the data or Information.

- 11.3 To the extent permitted by law, we and our employees, agents and consultants exclude all liability for any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, the Information whether or not caused by any negligent act or omission. If any law prohibits the exclusion of such liability, Our liability under these Terms of Service or otherwise in connection to provision of the Services is limited to the extent permitted by law.
- 11.4 You agree that We are not liable for any direct, indirect, incidental, special or consequential damages whatsoever.
- 11.5 You agree to indemnify Us and hold Us and our officers and employees harmless from any claim or demand made by any third party due to or arising out of Your use of the Service, your violation of the Terms of Service or your violation of any rights of another.
- 11.6 Any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within 6 months after such claim or cause of action arose or be forever barred.

12. GENERAL

- 12.1 The laws of the State of New South Wales govern these Terms of Service. Both You and We submit to the non-exclusive jurisdiction of the Courts of NSW, Australia.
- 12.2 The Site may be accessed from overseas and We make no representation that the content of the Site complies with the laws (including intellectual property laws) of any country or jurisdiction outside Australia.
- 12.3 Except as otherwise expressly agreed, any notices from You to Us including, but not limited to any notice to opt-in or opt-out of a part of the Service or terminate your Account, must be sent by e-mail to information@centaursoftware.com or by phone on +61292135000
- 12.4 If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of such a provision will not affect the validity of the remaining provisions of these Terms of Service.

13. CHANGES OF THE TERMS OF SERVICE

You agree that you will be responsible for regularly reviewing these Terms of Service. You will be bound by the Terms of Service as they appear on the Site from time to time, including any amendments.

14. ACCEPTANCE OF TERMS OF SERVICE

14.1 By acknowledging that you have read and understand these Terms of Service and completing the registration Form attached you are agreeing to be bound by these Terms of Service and that these Terms of Service contain the full and entire agreement covering Your use of the Service.